

Exhibit A

Proposed Order

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:

EXTRACTION OIL & GAS, INC. *et al.*,¹

Debtors.

Chapter 11

Case No. 20-11548 (___)

(Joint Administration Requested)

**ORDER (I) AUTHORIZING REJECTION OF
UNEXPIRED LEASES OF NONRESIDENTIAL REAL PROPERTY
AND EXECUTORY CONTRACTS EFFECTIVE AS OF THE DATES
SPECIFIED HEREIN AND (II) GRANTING RELATED RELIEF**

Upon the motion (the “Motion”)² of the above-captioned debtors and debtors in possession (collectively, the “Debtors”) for entry of an order (this “Order”), (a) authorizing the Debtors to (i) reject the Contracts effective as of June 14, 2020 and (ii) reject the leases effective as of June 14, 2020, and (b) granting related relief, all as more fully set forth in the Motion; and this Court having jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334 and the Amended Standing Order, dated February 29, 2012; and this Court having the power to enter a final order consistent with Article III of the United States Constitution; and this Court having found that venue of this proceeding and the Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having found that the Debtors’ notice of the Motion and opportunity for a hearing on the Motion were appropriate under the circumstances and no other notice need be provided; and this Court having reviewed the Motion and having heard the statements in support of the relief

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, are: Extraction Oil & Gas, Inc. (3923); 7N, LLC (4912); 8 North, LLC (0904); Axis Exploration, LLC (8170); Extraction Finance Corp. (7117); Mountaintop Minerals, LLC (7256); Northwest Corridor Holdings, LLC (9353); Table Mountain Resources, LLC (5070); XOG Services, LLC (6915); and XTR Midstream, LLC (5624). The location of the Debtors' principal place of business is 370 17th Street, Suite 5300, Denver, Colorado 80202.

² Capitalized terms used but not otherwise defined herein have the meanings ascribed to them in the Motion.

requested therein at a hearing, if any, before this Court (the “Hearing”); and this Court having determined that the legal and factual bases set forth in the Motion and at the Hearing establish just cause for the relief granted herein; and upon all of the proceedings had before this Court; and after due deliberation and sufficient cause appearing therefor, it is HEREBY ORDERED THAT:

1. The Motion is granted as set forth herein.
2. Pursuant to section 365 of the Bankruptcy Code, the Contracts and the Leases shall each be deemed rejected as of June 14, 2020.
3. Counterparties to Contracts and Leases that are rejected pursuant to this Order must file a proof of claim relating to the rejection of such Contracts or Leases, if any, by the later of (a) any applicable claims bar date established in these chapter 11 cases, or (b) 30 days after entry of this Order.
4. The Debtors reserve their rights to assume, assign, or reject other executory contracts or unexpired leases, and nothing herein shall be deemed to affect such rights.
5. Notwithstanding the relief granted herein and any actions taken pursuant to such relief, nothing contained in the Motion or this Order shall constitute, nor is it intended to constitute: (a) an admission as to the validity, priority, or amount of any particular claim against a Debtor entity; (b) a waiver of the Debtors’ right to dispute any particular claim on any grounds; (c) a promise or requirement to pay any particular claim; (d) an implication or admission that any particular claim is of a type specified or defined in this Order or the Motion; (e) a request or authorization to assume any agreement, contract, or lease pursuant to section 365 of the Bankruptcy Code; (f) a waiver or limitation of the Debtors’ rights under the Bankruptcy Code or any other applicable law; or (g) a concession by the Debtors or any other party-in-interest that any liens (contractual, common law, statutory, or otherwise) satisfied pursuant to this Order are

valid and the Debtors and all other parties-in-interest expressly reserve their rights to contest the extent, validity, or perfection, or to seek avoidance of all such liens. Any payment made pursuant to this Order should not be construed as an admission as to the validity, priority, or amount of any particular claim or a waiver of the Debtors' or any other party-in-interest's rights to subsequently dispute such claim.

6. Nothing in the Motion or this Order shall be deemed or construed as an approval of an assumption of any contract pursuant to section 365 of the Bankruptcy Code.

7. Notice of the Motion as provided therein shall be deemed good and sufficient notice of such Motion and the requirements of Bankruptcy Rule 6004(a) and the Bankruptcy Local Rules are satisfied by such notice.

8. Notwithstanding Bankruptcy Rule 6004(h), the terms and conditions of this Order are immediately effective and enforceable upon its entry.

9. The Debtors are authorized to take all actions necessary to effectuate the relief granted in this Order in accordance with the Motion.

10. The Court retains exclusive jurisdiction with respect to all matters arising from or related to the implementation, interpretation, and enforcement of this Order.

Schedule 1

Rejected Contracts

Counterparty	Counterparty Address	Debtor	Contract Details¹
Bloomberg Finance L.P.	731 Lexington Avenue New York, NY 10022 Attn: Sales Department Attn: Legal Department	Extraction Oil & Gas, Inc.	Bloomberg Terminal Service
DCP Operating Company, LP	DCP Midstream, LP 5718 Westheimer, Suite 1900 Houston, TX 77057 Attn: Managing Director, Weld Asset Copy to: DCP Midstream, LP 370 17th Street, Suite 2500 Denver, CO 80202 Attn: General Counsel	Extraction Oil & Gas, Inc.	Facilities Expansion and Risk Sharing Agreement (Plant 10 Agreement), dated December 15, 2016
DCP Operating Company, LP	DCP Midstream, LP 5718 Westheimer, Suite 1900 Houston, TX 77057 Attn: Managing Director, Weld Asset Copy to: DCP Midstream, LP 370 17th Street, Suite 2500 Denver, CO 80202 Attn: General Counsel	Extraction Oil & Gas, Inc.	Facilities Expansion and Risk Sharing Agreement (Plant 11 Agreement), dated May 15, 2017
Ensign United States Drilling Inc.	410 17th Street Suite 1200 Denver, CO 80220 Attn: Drilling Manager Attn: Nick Schaneman	Extraction Oil & Gas, Inc.	International Association of Drilling Contractors Drilling Bid Proposal and Daywork Drilling Contract (U.S.) and subsequent amendments and letter agreements
Fitch Ratings, Inc.	33 Whitehall Street New York, NY 10004 Attn: Michael Somogyi	Extraction Oil & Gas, Inc.	Rating Arrangement for Public Monitored Ratings

¹ The inclusion of a Contract on this list does not constitute an admission as to the executory or non-executory nature of the Contract or as to the existence or validity of any claims held by the Contract counterparty.

Counterparty	Counterparty Address	Debtor	Contract Details¹
Grand Mesa Pipeline, LLC	6120 S. Yale Ave., Suite 805 Tulsa, OK 74136 Attn: Kurston McMurray	Extraction Oil & Gas, Inc.	Agreement and Consent to Assignment (to METI)
Grand Mesa Pipeline, LLC	6120 S. Yale Ave., Suite 805 Tulsa, OK 74136 Attn: Kurston McMurray	Extraction Oil & Gas, Inc.	Transportation Services Agreement (including Amended and Restated Transportation Services Agreement)
Grand Mesa Pipeline, LLC	6121 S. Yale Ave., Suite 805 Tulsa, OK 74136 Attn: Kurston McMurray	Extraction Oil & Gas, LLC ²	Transportation Services Agreement (including Amended and Restated Transportation Services Agreement)
Mercuria Energy America, LLC	21 Greenway Plaza, Suite 650 Houston, Texas 77046 Attn: Aaron McDowell Attn: Contracts Department Copy to: 33 Benedict Place Greenwich, CT 06830 Attn: Legal Department	Extraction Oil & Gas, Inc.	Master Agreement (ISDA) and subsequent amendments
Mercuria Energy America, LLC	20 Greenway Plaza, Suite 650 Houston, Texas 77046 Attn: Aaron McDowell Attn: Contracts Department Copy to: 33 Benedict Place Greenwich, CT 06830 Attn: Legal Department	Extraction Oil & Gas, Inc.	Crude Oil Purchase Agreement and subsequent amendments

² Extraction Oil & Gas, LLC is now Extraction Oil & Gas, Inc.

Counterparty	Counterparty Address	Debtor	Contract Details¹
Mercuria Energy America, LLC	21 Greenway Plaza, Suite 650 Houston, Texas 77046 Attn: Aaron McDowell Attn: Contracts Department Copy to: 33 Benedict Place Greenwich, CT 06830 Attn: Legal Department	Extraction Oil & Gas, Inc.	Crude Price Swap Confirmation Agreement (Confirmation)
Moody's Investors Service	7 WTC at 250 Greenwich Street New York, NY 10007	Extraction Oil & Gas, Inc.	Public Credit Rating Services
Patterson-UTI Drilling Company LLC	4510 Lamess Highway Snyder, TX 79549 Attn: Contracts Manager-Rockies Attn: Mark Unrein	Extraction Oil & Gas, LLC	International Association of Drilling Contractors Drilling Bid Proposal and Daywork Drilling Contract (U.S.) and subsequent amendments and letter agreements
Patterson-UTI Drilling Company LLC	4510 Lamess Highway Snyder, TX 79549 Attn: Contracts Manager-Rockies Attn: Mark Unrein	Extraction Oil & Gas, LLC	Tolling Agreement and Prepayment Letter Amendment Agreement
Red Oak Pipeline LLC	2331 CityWest Blvd. Houston, TX 77042 Attn: VP - Business Development	Extraction Oil & Gas, Inc.	Transportation Services Agreement (including schedules and amendments)
REP Processing, LLC	5956 Sherry Lane, Suite 825 Dallas, Texas 75225 Attn: President Attn: General Counsel	Extraction Oil & Gas, Inc.	Gas Gathering, Processing, and Purchase Agreement, dated April 16, 2019
RS Energy Group, Inc.	1600 Rosecrans Media Center, 4th Floor Manhattan Beach, CA 90266 Attn: Chief Executive Officer	Extraction Oil & Gas, LLC	Research Services Agreement
Stadium Management Company, LLC (Licensor)	1701 Bryant St. Suite 100 Denver, CO 80204 Attn: Denver Broncos Ticket Office Attn: Joe Ellis, President/CEO	Extraction Oil & Gas, Inc.	License Agreement for an Executive Suite (pursuant to Sponsorship Agreement)

Counterparty	Counterparty Address	Debtor	Contract Details¹
Stadium Management Company, LLC, PDB Sports, LTD., Denver Broncos Football Club	13655 Broncos Parkway Englewood, CO 80112 Attn: Joe Ellis, President/CEO	Extraction Oil & Gas, Inc.	Sponsorship Agreement

Schedule 2

Rejected Leases

Lease Counterparties	Counterparty Address(es)	Leased Location	Debtor Counterparty
Cousins Greenway West Parent LLC	Landlord: 191 Peachtree Street, NE Suite 500 Atlanta, GA 30303-1740 Copy to: Nine Greenway Plaza Suite 650 Houston, TX 77046	Eleven Greenway Plaza Suite 2910 Houston, TX 77046	Extraction Oil & Gas, LLC ¹

¹ Extraction Oil & Gas, LLC is now Extraction Oil & Gas, Inc.